



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON  
Allan O'Shea  
VICE-CHAIRPERSON  
Edward Haik

Ken Hilliard  
Ervin Kowalski  
Jim Krolezyk  
Glenn Lottie  
Carl Rutske

CLERK

Marilyn Kliber  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski  
(231) 398-3500

## PUBLIC SAFETY COMMITTEE

Friday, August 6, 2010  
8:30 A.M.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

### AGENDA

- 1) Sheriff Items.
  - A) Manistee Township and Charter Township of Filer Special Deputy/Liquor Control Agreements.

APPENDIX A = Correspondence dated June 30, 2010 from Ford Stone, Prosecuting Attorney, to John Anderson, Manistee Township Supervisor: excerpt of Michigan Liquor Control Code of 1998: an excerpt from a Liquor Control Commission Reference Guide for Law Enforcement Agencies dated May 2007.

APPENDIX B = Proposed Special Deputy Agreement between Manistee Township and Manistee County.

APPENDIX C = Proposed Special Deputy Agreement between the Charter Township of Filer and Manistee County.
  - B) Manistee City Police Department/Sheriff Animal Control Officer Working Relationship.
  - C) FY 2010/11 Budget Request Discussion.
  - D) Jail Expansion/Renovation Project Update.
  - E) Mental Health Jail Social Worker Contract between Manistee County and Manistee/Benzie Community Mental Health for FY 2010/11.
  - F) Other.
- 2) Emergency Management Coordinator Items.
- 3) Jail Administrator Items.
- 4) Miscellaneous Discussion/Information Items.
  - A) Update on Courthouse security project.
  - B) Reschedule September 3, 2010 Public Safety Committee meeting (fair week)?
- 5) Other items from Committee Members.
- 6) Adjournment.



(APPENDIX A-1)

**Ford K. Stone, Prosecuting Attorney**

Jason H. Haag, Chief Assistant Prosecuting Attorney  
Colin B. MacBeth, Assistant Prosecuting Attorney

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

231-723-7518  
Fax 231-723-1727

June 30, 2010

John Anderson  
Manistee Township Supervisor  
410 Holden St.  
Manistee, MI 49660

Dear John:

In the course of researching a possible agreement for liquor inspections between the Charter Township of Filer and the Manistee County Sheriff's Department, I have learned that Manistee Township may be conducting liquor inspections using a person other than a peace or police officer. Looking at Michigan Compiled Law Sec. 436.1201, it is clear that liquor inspections must be done by a police or peace officer.

Please take corrective action, if necessary to resolve this issue. If you should have any questions, please do not hesitate to contact me at your convenience.

Very truly yours,

Ford K. Stone  
Prosecuting Attorney

cc: Richard Wilson, Atty

Filed  
Twp

**MICHIGAN LIQUOR CONTROL CODE OF 1998 (EXCERPT)**  
**Act 58 of 1998**

(A-2)

**436.1201 Alcoholic liquor; manufacture, sale, possession, or transportation lawful; terms, conditions, limitations, and restrictions; right, power, and duty of commission to control alcoholic beverage traffic and traffic in other alcoholic liquor; unreasonable discrimination against Michigan manufacturers prohibited; enforcement of act and rules; willful neglect or refusal of officer to perform duties as misdemeanor; penalty.**

Sec. 201.

(1) On and after December 15, 1933, it shall be lawful to manufacture for sale, sell, offer for sale, keep for sale, possess, or transport any alcoholic liquor, as defined in this act, including alcoholic liquor used for medicinal, mechanical, chemical, or scientific purposes and wine used for sacramental purposes, subject to the terms, conditions, limitations, and restrictions contained in this act, and only as provided for in this act.

(2) Except as otherwise provided in this act, the commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the manufacture, importation, possession, transportation and sale thereof.

(3) A rule, regulation, or order made by the commission shall not unreasonably discriminate against Michigan manufacturers of alcoholic liquor.

(4) A peace officer or law enforcement officer of this state or a county, township, city, village, state university, or community college or an inspector of the commission is authorized, and it is the duty of each of them, to enforce the provisions of this act and the rules promulgated by the commission within his or her respective jurisdiction. It is the special duty of an officer described in this section to use his or her utmost efforts to repress and prevent crime and the violation of any of the provisions of this act. An officer described in this section who willfully neglects or refuses to perform the duties imposed upon him or her by this section is guilty of a misdemeanor and upon conviction shall be fined not more than \$500.00 or imprisoned in the county jail not more than 90 days, or both.

**History:** 1998, Act 58, Imd. Eff. Apr. 14, 1998

© 2009 Legislative Council, State of Michigan

Rendered 6/29/2010 12:09:05

Michigan Compiled Laws Complete Through PA 101 of 2010

© 2010 Legislative Council, State of Michigan

Courtesy of [www.legislature.mi.gov](http://www.legislature.mi.gov)

(A-3)

# A LIQUOR CONTROL COMMISSION REFERENCE GUIDE



*FOR LAW ENFORCEMENT AGENCIES*

*May, 2007*



Michigan Department of Labor and Economic Growth (DLEG)  
Keith W. Cooley, Department Director  
Jennifer M. Granholm, Governor

(A-4)

***Law Enforcement Officers' Field Guide to Michigan's Liquor Laws and Rules of the MLCC.***

This smaller sized reference book contains statutory language and the MLCC rules that are most commonly violated by liquor licensees as well as tips for writing violation reports. Copies of this reference book are available to enforcement officers by calling (517) 322-1370.

***The Michigan Liquor Control Commission & Local Units of Government: A guide to the rights and responsibilities of local governments under the Liquor Control Code.***

This booklet is designed for local government officials and provides information on the types of licenses and permits, local approvals required, objection to renewal or revocation of licenses, and other relevant information regarding the enforcement of Michigan's liquor laws. Booklets are available at no charge to local governments upon request to (517) 322-1345 or may be printed from the MLCC website at [www.michigan.gov/lcc](http://www.michigan.gov/lcc).

***Michigan Liquor Laws and Rules: A guide for retail licensees.***

This booklet is designed for retailers to help them understand the most common sections of the laws and rules for which they are held accountable. Booklets are available at no charge to licensees or police departments (517) 322-1345 or may be printed from the MLCC website at [www.michigan.gov/lcc](http://www.michigan.gov/lcc).

**Enforcement of Michigan's Liquor Laws and MLCC Rules**

**Authorities**

In addition to investigators for the MLCC, the following law enforcement officers have authority to enforce Michigan's liquor laws (MCL 436.1201(4)):

- Michigan State Police
- County sheriffs and deputies
- City and Township police officers
- Village marshals, constables or police officers
- State university and community college police officers

Anyone who has authority to enforce Michigan's liquor laws and rules may report alleged violations to the MLCC on the Violation Report form (LC-600) which is available from the web site or by calling 517-322-1370.

**Inspections and Investigations**

Investigators for the Commission and state or local law enforcement officers may inspect any licensed business that sells alcoholic beverages in order to determine compliance with Michigan's liquor laws. Inspections may be made without a search warrant during normal business hours or at any time when the premises are occupied. (MCL 436.1217)

Licensees and employees shall not obstruct a police officer or an investigator of the Commission who is investigating or inspecting the licensed premises while enforcing the Liquor Control Code or Commission Rules (MCL 436.1217 and R436.1011(4)). A licensee can be cited for violations of these sections.



(APPENDIX B-1)

410 Holden Street • Manistee, Michigan 49660-1100 • (231) 723-6507 • Fax (231) 723-0696

### **Special Deputy Agreement**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Township of Manistee, of 410 Holden Street, Manistee, MI 49660, hereafter "Township" and the County of Manistee, 415 third Street, Manistee, MI 49660 hereinafter the "County."

#### **Recitals:**

**Whereas**, the maintenance and enforcement of law and order, and the preservation of health, safety, and general welfare of the residents of the Township, are of the utmost importance to the Township, and

**Whereas**, the Township wishes to contract with the County to obtain and secure Special Deputy status for Dennis R Bjorkquist to perform liquor inspections with the Township of Manistee on behalf of Manistee County, and

**Whereas**, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL41.18), PA 156, as amended (MCL 46.11), 1973 PA 139, as amended (MCL45.556, and 1846 TS c16, as amended (MCL 41.2)

#### **Now Therefore, It Is Agreed As Follows:**

### **Article I Services to be Provided**

- 1.1 The County agrees to swear in Manistee Township resident Dennis R Bjorkquist though the Manistee County Sheriff, as a Special Deputy Sheriff, to perform liquor inspections on behalf of the Manistee County Sheriff within the geographical boundaries of the Township. Such Special Deputy powers will be limited to matters under the jurisdiction of the Michigan Liquor Control Commission.
- 1.2 Except as otherwise provided herein, the services provided by Dennis R Bjorkquist will encompass the duties, responsibilities and functions with the jurisdiction of, and customarily rendered by the County through the County Sheriff under the constitution and Laws of the State of Michigan, the ordinance of the County, and the ordinances of the Township as applicable, including reporting and record maintenance as required by the Michigan Liquor control Commission.

(B-2)

## **Article II Liability**

- 2.1 Neither party to this Agreement, its officers, employees, nor agents will be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party will hold the other party harmless from damages, including the actual cost and fees incurred due to litigation, resulting from a party's own intentional or negligent acts or those of any officer, employee, or agent of that party.

## **Article III Term**

- 3.1 Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a period of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such other time as may be mutually agreed.

## **Article IV Non Discrimination**

- 4.1 The parties agree that neither will discriminate against an employee nor applicant for employment of with party with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position or because of race, color, religion, national origin, age, sex height, weight or marital status.

## **Article V General Provisions**

- 5.1 This Agreement constitutes the entire Agreement between the parties and may be amended only in writing by mutual consent of both parties.
- 5.2 Any notices or communications will be sent by first class mail to the following parties and addresses:

For the Township:

Township Supervisor  
Manistee Township  
410 Holden Street  
Manistee, MI 49660

(B-3)

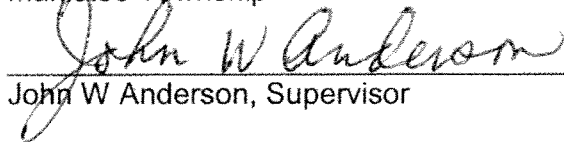
For the County

Manistee County Sheriff  
1525 E Parkdale Avenue  
Manistee, MI 49660

- 5.3 The waiver by either party of any breach of any provision of the Agreement by the other party will not operate or be construed as a waiver of any subsequent breach of the same of any other provision of the Agreement by either party.

In Witness whereof, the parties executed this Agreement with the intent that it is effective on the day and year stated in the first paragraph of this Agreement.

Manistee Township

  
John W Anderson, Supervisor

Manistee County

\_\_\_\_\_  
Dale Kowalkowski, Sheriff

Manistee County Board of Commissioners

\_\_\_\_\_  
B Allan O'Shea, Chairperson



## SPECIAL DEPUTY AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Charter Township of Filer of 2505 Filer City Road, Manistee, MI 49660, hereafter "Township" and the County of Manistee, 415 Third Street, Manistee, MI 49660, hereinafter the "County."

### **RECITALS:**

**WHEREAS**, the maintenance and enforcement of law and order, and the preservation of health, safety and general welfare of the residents of the Township, are of the utmost importance to the Township; and

**WHEREAS**, the Township wishes to contract with the County to obtain and secure Special Deputy status for Ronald Gutowski and Kevin Skipski to perform liquor inspections within the Charter Township of Filer on behalf of the Manistee County Sheriff; and

**WHEREAS**, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL 41.181), 1851 PA 156, as amended (MCL 46.11); 1973 PA 139, as amended (MCL 45.556);, and 1846 TS c16, as amended (MCL 41.2);

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

#### **ARTICLE I** **SERVICES TO BE PROVIDED**

- 1-1 The County agrees to swear in Filer Township residents Ronald Gutowski and Kevin Skipski, through the Manistee County Sheriff, as Special Deputy Sheriffs, to perform liquor inspections on behalf of the Manistee County Sheriff within the geographical boundaries of the Township. Such Special Deputy powers shall be limited to matters under the jurisdiction of the Michigan Liquor Control Commission.
- 1-2 Except as otherwise provided herein, the services provided by Ronald Gutowski and Kevin Skipski shall encompass the duties, responsibilities and functions within the jurisdiction of, and customarily rendered by the County through the County Sheriff under the Constitution and Laws of the State of Michigan, the ordinances of the County, and the ordinances of the Township as applicable, including reporting and record maintenance as required by the Michigan Liquor Control Commission;

#### **ARTICLE II** **LIABILITY**

- 2-1 Neither party to this Agreement, its officers, employees or agents shall be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation,

(C-2)

resulting from a party's own intentional or negligent acts or those of any officer, employee or agent of that party.

ARTICLE III  
TERM

- 3-1 Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a period of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such other time as may be mutually agreed.

ARTICLE IV  
NON-DISCRIMINATION

- 4-1 The parties agree that neither will discriminate against an employee or applicant for employment of either party with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position or because of race, color, religion national origin, age, sex, height, weight or marital status.

ARTICLE V  
GENERAL PROVISIONS

- 5-1 This Agreement constitutes the entire Agreement between the parties and may be amended only in writing my mutual consent of both parties.
- 5-2 Any notices or communications shall be sent by first-class mail to the following parties and addresses:

For the Township:                      Township Supervisor  
    Filer Township Hall  
    2505 Filer City Road  
    Manistee, MI 49660

For the County:                         Manistee County Sheriff  
    1525 E. Parkdale Ave.  
    Manistee, MI 49660

- 5-3 The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

(C-3)

**IN WITNESS WHEREOF**, the parties have executed this Agreement with the intent that it be effective on the day and year stated in the first paragraph of this Agreement.

FILER TOWNSHIP

\_\_\_\_\_  
By: James Espvik  
Its Supervisor

MANISTEE COUNTY

\_\_\_\_\_  
By: Dale Kowalkowski  
Its Sheriff

MANISTEE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
By: B. Allan O'Shea  
It's Chairperson